

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

MARRIOTT INTERNATIONAL, INC.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 1:21-cv-610 AJT/WBP
DYNASTY MARKETING GROUP LLC, et)	
al.,)	
Defendants.)	
)	
)	
)	

ORDER

This matter is before the Court on Plaintiff Marriott International, Inc.’s Motion for Default Judgment, [Doc. No. 238] (“Motion”), against Defendants Deep Blue Desarrollos S. de R.L. de C.V., d/b/a Vallarta Gardens Private Beach Club & Spa Private Residence Club, a/k/a or succeeded by, Administradora y Commercializadora del Mar S.A. de C.V. (“Vallarta Gardens”), and Cancun Ink Corp. S.A. de C.V. (“Cancun Ink”) (collectively, “Foreign Defendants”), as to Counts I (trademark counterfeiting), II (trademark infringement), and III (contributory trademark infringement) of the First Amended Complaint (“FAC”), [Doc. No. 22]. On August 28, 2024, the Magistrate Judge issued a corrected report with proposed findings of fact and recommendations, [Doc. No. 245] (the “R&R”), recommending that the Court enter default judgment against the Foreign Defendants for Counts I, II, and III, grant an \$8,000,000 statutory damages award, grant an award of post-judgment interest, grant permanent injunctive relief, and dismiss all remaining claims against all remaining defendants. *See id.* at 26.

The Court conducted a *de novo* review of the evidence in this case and adopts and incorporates the findings and recommendations of the Magistrate Judge. Further, the court finds that the \$8,000,000 in statutory damages—the maximum amount allowed under the Lanham Act—is appropriate given Foreign Defendants extensive and willful use of the word and design marks registered to Plaintiff with the United States Patent and Trademark Office (the “Marriott Marks”), including over 66 million robocalls between 2018 and 2022. Accordingly, it hereby

ORDERED that the Motion [Doc. No. 238] be, and the same hereby is, **GRANTED**; and it is further

ORDERED that Defendant Vallarta Gardens pay to Plaintiff Marriott International, Inc. statutory damages in the amount equal to \$2 million dollars, pursuant to 15 U.S.C. § 1117(c); and it is further

ORDERED that Defendant Cancun Ink pay to Plaintiff Marriott International, Inc. statutory damages in the amount equal to \$6 million dollars, pursuant to 15 U.S.C. § 1117(c); and it is further

ORDERED that Defendant Vallarta Gardens and Defendant Cancun Ink pay to Plaintiff Marriott International, Inc. post-judgment interest at the statutory rate provided by 28 U.S.C. § 1961 on the above damages award; and it is further

ORDERED that Defendant Vallarta Gardens, and its principals including Carlos Rivera, and Cancun Ink, together with all those in active concert or participation with them, are jointly and severally enjoined from:

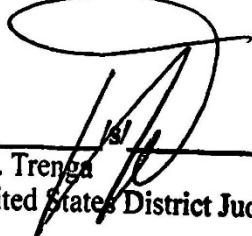
1. Using and/or facilitating the use of any copy or colorable imitation of the Marriott Marks, including but not limited to the marks identified in Paragraph 37 and Exhibits A and B of the FAC, in connection with the promotion, advertisement,

- display, sale, offering for sale, manufacture, printing, importation, production, circulation, or distribution of any product or service, in such fashion as to relate or connect such product in any way to Marriott, or to any goods sold, manufactured, sponsored, approved by, or connected with Marriott; and
2. Using print materials, telemarketing, its website, Facebook, Instagram, or other social media platforms to copy, distribute, alter, display, and/or promote the Marriott name, brand, marks and/or the Marriott works; and
 3. Representing or suggesting in any manner or by any method that products or services not sponsored, approved, or authorized by Marriott are sponsored, approved or authorized by or originate with Marriott, or from otherwise taking action likely to cause confusion, mistake, deception of the public as to the origin, approval, sponsorship, or certification of such products or services; and
 4. Representing or suggesting in any manner or by any method whatsoever that any business conducted by Defendant Vallarta Gardens and Defendant Cancun Ink is connected, affiliated, or otherwise associated with Marriott, including but not limited to any Marriott rewards program, a prior Marriott visit, or a Marriott representative; and
 5. Engaging in any other activity constituting an infringement of the Marriott Marks or Marriott works, or causing any harm to Marriott's name, brand, reputation, or goodwill; and it is further

ORDERED that all remaining claims against all remaining defendants are dismissed without prejudice.

The Clerk is directed to forward copies of this Order to all counsel of record.

Alexandria, Virginia
September 23, 2024



Anthony J. Trenga
Senior United States District Judge